



Town of Westerly

REQUEST FOR PROPOSAL

2016-063
PUBLISHING SERVICES

August 2016

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**TOWN OF WESTERLY
REQUEST FOR PROPOSAL
2016-063
PUBLISHING SERVICES**

BIDDER INFORMATION

The Town of Westerly ("Town") invites proposals from qualified, competent, knowledgeable, and experienced companies that will provide full-service town magazine publishing services and administer the duties and responsibilities set forth in this Town of Westerly ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP. The work to be accomplished includes, in general terms, all aspects of a town magazine publishing services.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted until **3:00 p.m. on September 7, 2016**, and each must be submitted in a sealed envelope plainly marked on the outside "**RFQ 2016-063 PUBLISHING SERVICES**" to:

Town of Westerly
Attn: Purchasing Agent
45 Broad St.
Westerly, RI 02891

INTENT:

The Town of Westerly is requesting proposals for a publisher for a quarterly magazine. The Town will require a sophisticated and experienced print and digital publishing partner. Expectations of the publishing partner will be on the highest level as evidenced by the last three years of outstanding publications. In line with the Town of Westerly's history as well as the expectations of residents and businesses, the Town demands consummate skill in all aspects of advertising sales, publishing and leadership from its publishing partner.

REQUIREMENTS:

- ☐ Proof that the service provider's core competencies are associated with municipal publications.
- ☐ An established record of publishing sophisticated publications.
- ☐ Evidence that the service provider understands brand differentials and how to maximize their use to drive residential and visitor calls-to-action for a given destination.
- ☐ Verification that the service provider has an acute knowledge of and proven successful experience with Southern New England tourism.
- ☐ Particular experience in publishing for the Southern New England and/or Rhode Island consumer.
- ☐ Confirmation that the service provider has long-term experience and success in custom publishing targeting the market.
- ☐ Substantial subscription publishing experience and success preferred.
- ☐ Substantiation that the service provider has a deep knowledge of the Westerly area and in particular the high-end demographic of the regional market.
- ☐ A proven track record of advertising sales in a seaside community
- ☐ A professional staff comprised of a publisher, seasoned editors, art directors, production managers and digital imaging managers that can be available to meet with Town staff throughout the production schedule for both the magazine and the newsletters.
- ☐ Proven record of utilizing top freelance photographers that specialize in fashion, architecture and life style as well as writers and art directors residing in Southern New England and that are ahead of the curve in regards to food, fashion, and lifestyle trends and that might be assigned to our publications.
- ☐ Proven digital publishing successes.
- ☐ A substantial record that demonstrates profound knowledge of Westerly's unique and legendary history.
- ☐ No record of controversial political or social stands that could draw attention away from the pleasurable focus of the publications and the reputation of the Town.
- ☐ Substantial event planning capabilities that correspond with the Town's lifestyle requirements.
- ☐ Appropriate support staff to deliver the stated scope of work in the required time.

SCOPE OF SERVICES AND OTHER REQUIREMENTS:

The selected firm shall provide to the Town all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

Service provider will publish four (4) Westerly magazines annually over three (3) years; with the option to extend for two (2) twelve month terms at the discretion of the Town for a total of five (5) years.

Service provider will be responsible for planning a production and distribution schedule, researching, writing, photography, publishing, mailing and distribution of said magazine. Content of the magazine and newsletter is under the direction of the Town of Westerly. The magazine will be mailed to all Westerly residents and businesses. In addition, 1000 extra copies of the magazine will be delivered to the Town Hall. Digital versions of all Town publications will be created and hosted. An active hotlink to the digital versions will be provided to the Town one week after publication and maintained until the next issue of the magazine.

Specifications and scope of work for Westerly magazine

Below are general specifications for the magazine and newsletter; the Town invites suggestions by the service provider for stock and if applicable size recommendations.

Westerly magazine:

Size: 9" x 10-7/8"

Pages: 10 - 12 (minimum)

Paper: cover -120lb gloss; text 70lb gloss book

Color: 4/4

Bind: perfect

Estimated Quantity: 23,000 – 25,000

Digital: digital edition with active hot links

Delivery: Fee includes delivery to Town Hall, all businesses in the Town and direct mailed (bulk) to all residences, households and businesses within the Town of Westerly.

Estimated Timeline: TBD Editorial plan finalized and approved by the Town.

January, April, July, and October: release dates to be determined by Town.

Fees and Revenue Share:

Town of Westerly will pay service provider an agreed upon fee for services described. Please provide a detailed breakdown of the costs related to the publications described in the scope of work. The service provider will be required to sell advertising in the form of advertorial and traditional advertisement in the Westerly magazine. Recommended advertising positions to be approved by the Town. All advertisers must be businesses and approved by the Town. For every net (after agency, sales and ad sales, production expense) dollar sold, the Town of Westerly will receive 50% credit against the stated fee of said net advertising revenues to help off-set the costs. Indicate projected credit against fee for year one of the Agreement.

Substantiation of Requirements

Proof that the service provider's core competencies are associated with publications.

- ☐ Provide three recent examples of magazine publications produced by your firm that represent three different destinations.
- ☐ Provide a list of destinations that your firm has produced magazines for and the dates of the services

Provide an established record of publishing sophisticated publications.

- ☐ Provide an inventory and written accounting of your firm's work in the field of sophisticated publications

Provide evidence that the service provider understands brand differentials and how to maximize their use to drive residential and visitor calls-to-action for a given destination, product or service.

- ☐ Explain the term "brand differentials" in regards to destination publishing and how you have evidenced differences in publications produced for clients.
- ☐ Share examples of client requests in regards to calls-to-action for products and services embedded in editorial and some resulting successes of such efforts.

Verification that the service provider has an acute knowledge of and proven successful experience within the industry.

- ☐ Give two examples of working for Destination Management Organizations (DMO) and how you addressed their stated objectives in publications that you produced for them.
- ☐ What are the top ten domestic feeder markets for Southern New England?
- ☐ Describe your understanding of the importance of the Westerly's seaside community market for the Town of Westerly.

Confirmation that the service provider has long-term experience and success in custom publishing targeting the market.

- ☐ Provide two examples of market publications continuously produced by your firm over period of three years or more.
- ☐ Share, in writing, how a long-term publishing relationship with a destination enhanced the quality of the publication and the goals and objectives of the market managers that commissioned the publication.

Provide proof of substantial subscription publishing experience and success.

- ☐ Provide two examples of subscription publications produced by your firm.
- ☐ Explain the difference between a subscription publication and a free publication in terms of advertiser's interest and consumer interest.

Substantiation that the service provider has a deep knowledge of the Washington County and in particular the high-end demographic of the regional market.

- ☐ Provide a written description (charts and graphs are welcomed) of Washington County's high-end demographic.
- ☐ Describe any recent shift in high-end consumer trends in the Washington County.
- ☐ Outline what a magazine must do to appeal to this demographic in order to maintain reader interest.

A proven track record of advertising sales providers in the Southern New England area and in particular Rhode Island.

- ☐ Provide a list of your firm's top ten goods and service providers that consistently purchase advertising in your publications.
- ☐ Provide a list of Southern New England goods and service providers that consistently advertise in your publications.

A professional staff comprised of a publisher, seasoned editors, art directors, production managers and digital imaging managers that can be available to meet with Town staff throughout the production schedule for both the magazine and the newsletters.

- ☐ Provide bios for your production team that will be assigned to work on the Westerly publication.
- ☐ Provide a statement that will enable us to know how Town staff will be able to interface with your team throughout production.

Proven digital publishing successes.

- ☐ Share three links to examples of digitalized publications produced by your firm and explain why you encourage clients to develop a digitized version of their publications.

No record of controversial political or social stands that could draw attention away from the pleasurable focus of the publications and the reputation of the Town.

- ☐ Share your editorial policy regarding controversial topics.

Substantial event planning capabilities that correspond with the Town's lifestyle requirements.

- ☐ Explain how special events produced by a publishing firm can enhance the experience for advertisers as well as the readers of your publications.
- ☐ Share examples of your firm's special events.

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by **3:00 p.m. (Eastern Standard Time), September 7, 2016, to:**

The Town of Westerly
Attn: Purchasing Agent
45 Broad St.
Westerly, RI 02891

B. Due Date and Time:

Proposals submitted after **3:00 p.m. on September 7, 2016**, will be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by Town staff upon receipt. The Town shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **“RFP 2016-063 PUBLISHING SERVICES.”**

Failure of the proposer to properly identify the sealed envelope proposal as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the Town and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the Town. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments Written questions from proposers must be received no later than **12:00 p.m. on August 24, 2016** (“Addenda Due Date”), and must be submitted via the following approved written methods addressed to Eileen Cardillo, Purchasing Agent at ecardillo@westerly.k12.ri.us. Any questions raised verbally shall not be addressed by the Town. Submittal of written comments or questions shall not be considered by the Town unless submitted in an approved method prior to 12:00 p.m. on the Addenda Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the Town’s issuance of an addendum to this RFP. Notwithstanding anything else herein, if it becomes necessary for the Town to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original “bidders” mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the Town. Addenda will also be posted and published on the Town’s website, <http://www.westerly.govoffice.com>, as well as everywhere else the RFP was originally posted and published. Though the Town shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the Town website and publish

and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the Town if any addenda are to be mailed. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The Town shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm's business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the Town. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the Town, a form of which is attached hereto as **Exhibit "A."**

G. Standard Insurance and Indemnification Requirements:

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.

- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.

- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
\$2,000,000 each occurrence if blasting is required
\$2,000,000 general aggregate with dedicated limits per project site
\$2,000,000 products and completed operations aggregate
\$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit

Employer's Liability: \$500,000 bodily injury for each accident
\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act: \$1,000,000
Annual Aggregate \$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½" x 11" format, fastened with an effective method. Magazine examples can exceed 8 ½" x 11".

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed publishing services work, similar to the work required in this RFP.
2. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
4. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, publishing services similar to those required in this RFP. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the Town can contact as references for your firm.
6. Furnish as an appendix, your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the Town's project.
2. Identify the key personnel that would be assigned to the project, and anticipated hours to be worked per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.

3. Provide bios and examples of work for top Southern New England and/or Rhode Island freelance talent that you might assign to our publications.
4. Share articles and layouts from your publications that demonstrate your use of these contractors.
5. Provide a list of names and brief description of job duties of your firm's support staff that will likely work on the Town's publications.
6. Designate an administrator who would serve as a day-to-day contact for the Town.
7. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the Town's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation or staff assistance from the Town your firm would request from the Town in order to complete the work described.
3. Provide a summary of the firm's proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the Town meet its objectives.

F. Cost and Price (Submit in a separate sealed envelope)

This section shall disclose all charges to be assessed the Town for the required services and declare the proposer's preferences for method and timing of payment.

1. Quote a total price for completing all services; include all costs associated with the operating budget, including all publishing service fees.
2. Share in detail your profit sharing proposals for ad sale revenues.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Committee

The committee consisting of Town staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The committee may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will make recommendations to the Town Council regarding selection.

B. Evaluation Criteria

TECHNICAL SECTION (up to 70 points)

Proposals will be evaluated by the committee, considering the factors which are listed below.

1. Quality of work 15 points
2. Work plan 10 points
3. Qualification and experience of proposer 15 points
4. Staffing and organization 10 points
5. Conformance with this RFP 10 points
6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations. 10 points

PROPOSALS MUST MEET A MINIMUM TECHNICAL SCORE OF 56 POINTS TO QUALIFY FOR THE COST EVALUATION

COST SECTION (up to 30 points)

Cost. 30 points (qualified proposal with lowest cost will receive 30 points; all other qualified proposals will receive points based on the following formula: $\text{low bid}/\text{your bid} * 30$)

Upon selection of the most qualified proposer, the Town may require the finalist to make an oral presentation to the evaluation panel and/or the Town Council or Town Manager. The Town expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the Town shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

EXHIBIT "A"
AGREEMENT FORM
ADVERTISING AGREEMENT
By and Between
TOWN OF WESTERLY
And

THIS ADVERTISING AGREEMENT (the "Agreement") is entered into as of _____, 20____, by and between the Town of Westerly, a municipal corporation located in Washington County, State of Rhode Island (the "Town") and _____, a _____ ("Consultant"), with the Town and _____ sometimes collectively referred to herein as the "Parties," and alternatively referenced singularly as a "Party" with respect to the following:

RECITALS

WHEREAS, _____ publishes advertising materials; and

WHEREAS, the Town desires to produce and publish a magazine as more particularly described in the "Scope of Services" attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, the Town Council approved this Agreement during its meeting of _____, 20____.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are hereby expressly made a part of this Agreement.

SECTION 2. SCOPE OF SERVICES AND TERM OF AGREEMENT

_____ agrees to produce and publish advertising materials ("Services") as prescribed in the Scope of Services. The term of this Agreement shall expire upon completion of the work required in the Scope of Services unless sooner terminated in accordance with this Agreement.

SECTION 3. COMPENSATION

The Town agrees to pay to _____, _____ Dollars and ____ Cents (\$_____.____) for the services described in this Agreement upon receipt of an invoice with proof of publication of the subject advertisements and proof of other services due and rendered, in accordance with the Scope of Services.

SECTION 4. INTEGRATION, MODIFICATION

4.1 No Reliance. The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Agreement.

4.2 Entire Agreement. The Parties intend that this Agreement, including the true and correct Recitals above, incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, and any exhibits attached hereto constitute a complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Each of the Parties acknowledges that no other party has made any promise, representation or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof, to induce the execution of this Agreement, and each of the Parties acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

4.3 Supersedes Prior and Contemporaneous Agreements. This Agreement supersedes all prior and contemporaneous agreements, understandings, terms, conditions, and representations, written or oral, made by the Parties hereto or their attorneys concerning the matters covered by this Agreement.

4.4 No Oral Modifications. Neither this Agreement, nor any term or provision thereof, may be waived, modified, or amended except by written agreement signed by all Parties.

SECTION 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by, interpreted under, construed and enforced in accordance with, the laws of the State of Rhode Island. This Agreement is made and entered into in Washington County, State of Rhode Island, and any legal actions or proceedings arising from or related to this Agreement shall be brought in Washington County, State of Rhode Island.

SECTION 6. NO THIRD PARTY BENEFICIARIES

It is expressly agreed that this Agreement is not for the benefit of any person or entity not a Party hereto. This Agreement is not intended to constitute a third party beneficiary contract.

SECTION 7. SEVERABILITY

If any portion, provision, or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement, and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

SECTION 8. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

SECTION 9. HEADINGS AND FORMATTING

The headings and formatting in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

SECTION 10. TIME IS OF THE ESSENCE

Time is of the essence with respect to any act or performance under this Agreement.

SECTION 11. BREACH AND REMEDIES

11.1 Default. Unless otherwise provided in this Agreement, failure or delay by either Party to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the Party allegedly in default commences to cure, correct or remedy the alleged default, within ten (10) calendar days after receipt of written notice specifying such default, and shall diligently complete such cure, correction or remedy, that Party shall not be deemed in default hereunder.

11.2 Notice of Default. Unless otherwise provided in this Agreement, in the event of an alleged default by either Party, the non-defaulting Party shall give written notice of default to the allegedly defaulting Party by mailing or delivering said notice to the person specified in Section 12 of this Agreement. Said notice shall specify the alleged default. The non-defaulting Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

11.3 Not a Waiver. Any failure or delay by either Party in asserting any of their respective rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default, nor shall it change the time of default. The exercise by either Party of one or more rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by a Party.

11.4 Breach. In the event that a default remains uncured for more than ten (10) calendar days following receipt of written notice of default, as provided above, a “breach” shall be deemed to have occurred.

11.5 In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by a Party alleging a default against an allegedly defaulting Party for an alleged breach of this Agreement may be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement in addition to any other remedy available at law or in equity.

11.6 Cumulative Remedies. In addition to the remedies provided by this Agreement, the Parties shall have all remedies available to them at law and in equity.

SECTION 12. NOTICE

12.1 Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the Town: Eileen Cardillo/Purchasing Agent

Town of Westerly

45 Broad St.

Westerly, RI 02891

Telephone: (401) 348-2625

Email: ecardillo@westerly.k12.ri.us

To _____: _____

Telephone: _____

Facsimile: _____

Email: _____

12.2 Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

SECTION 13. ADDITIONAL DOCUMENTS

To the extent that it is necessary or appropriate to prepare and execute any additional documents in order to effectuate this Agreement, the Parties agree to do so in a timely manner.

SECTION 14. BINDING ON SUCCESSORS

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective partners, heirs, legal representatives, successors, administrators, personal representatives, agents, members, and assigns.

SECTION 15. AUTHORITY

Any Party signing this Agreement on behalf of an entity or other than themselves, hereby represents and warrants that such party has authority to sign on behalf of the indicated entity and that the entity has followed all appropriate procedures for entering into this Agreement.

SECTION 16. FURTHER COOPERATION

Each of the Parties agrees to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this Agreement.

SECTION 17. LITIGATION EXPENSES AND ATTORNEYS' FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

SECTION 18. NON-LIABILITY OF TOWN OFFICERS AND EMPLOYEES

No officer or employee of the Town shall be personally liable to _____, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to _____ or to its successor, or for any breach of any obligation of the terms of this Agreement.

SECTION 19. REVIEW BY ATTORNEYS

The Parties have had their attorneys review this Agreement and all related documents, and have consulted with their attorneys and negotiated the terms of this Agreement based on such consultation.

SECTION 20. LABOR LAWS

20.1 All work or services performed within the State of Rhode Island pursuant to this Agreement by _____, _____ employees and independent contractors, or _____ subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of Rhode Island and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of Rhode Island or the United States of America.

20.2 Documentation must be promptly submitted to the Town at any time, at the request of the Town, for the purpose of determining whether or not the work or services provided pursuant to this Agreement are being provided in compliance with this Section.

SECTION 21. BOOKS AND RECORDS

21.1 _____ shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Town for a minimum period of three years, or for any longer period required by law, from the date of final payment to _____ pursuant to this Agreement.

21.2 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, the Town's auditor or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at

Town Hall, when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at _____ address indicated for receipt of notices in this Agreement.

SECTION 22. COMPLIANCE WITH LAWS; LICENSING AND PERMIT REQUIREMENTS

_____ shall comply with all local, state and federal laws, rules, policies and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of _____ and/or its employees, officers, or board members.

SECTION 23. INDEPENDENT CONTRACTOR'S STATUS

_____ shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor. _____ also hereby waives any claims for any compensation or benefits afforded to Town employees and not to independent contractors.

SECTION 24. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF _____

24.1 _____ represents and acknowledges the following:

24.1.1 The Town is not required to provide any training or legal counsel to _____ or its employees in order for _____ to perform the services described in this Agreement.

24.1.2 Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the Town.

24.1.3 Nothing in this Agreement shall be interpreted to imply that the Town must maintain any contractual relationship with _____ on a continuing basis after termination of this Agreement.

24.1.4 The Town will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by _____ to perform the services described in this Agreement.

24.1.5 _____ shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the Town.

24.2 The Town represents and acknowledges the following:

24.2.1 _____ is not required to comply with daily instructions from Town staff with respect to when, where or how _____ must perform the services set forth in this Agreement.

24.2.2 _____ is solely responsible for determining who, under the supervision or direction of _____, will perform the services set forth in this Agreement.

24.2.3 The Town will not hire, supervise or pay any assistants working for _____ pursuant to this Agreement.

24.2.4 Nothing in this Agreement shall be interpreted to imply that _____ must maintain any contractual relationship with the Town on a continuing basis after termination of this Agreement.

24.2.5 It is the sole responsibility of _____ to set the hours in which _____ performs or plans to perform the services set forth in this Agreement.

24.2.6 _____ is not required to devote full time to the business operations of the Town in order to perform the services set forth in this Agreement.

24.2.7 _____ is not required to perform the services set forth in this Agreement on Town-owned property.

24.2.8 Nothing in this Agreement shall be interpreted to preclude _____ from working for other persons or firms, provided that such work does not create a conflict of interest.

SECTION 25. INDEMNIFICATION

a. Consultant shall defend, indemnify and hold harmless the Town, its officers, officials, agents, employees and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, including any and all costs and expenses in connection therewith (collectively, "Claims") arising out of the gross negligence, recklessness, willful misconduct, or other wrongful conduct of Consultant, its employees, agents, subcontractors or independent contractors ("Consultant Parties"), in the performance of this Agreement.

b. The Town does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the Town, or the deposit with the Town, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

SECTION 26. CONFIDENTIALITY

26.1 All ideas, memoranda, specifications, plans, procedures, drawings, photographs, videos, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to _____ in connection with the performance of this Agreement shall be held confidential by _____. Such materials shall not, without prior written consent of the Town, be used by _____ for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to _____ which is otherwise known to _____ or is generally known, or has become known, to the related industry shall be deemed confidential.

26.2 Except as may be expressly provided in Section 2 of this Agreement, _____ and its officers, employees, volunteers, agents and subcontractors shall not use the Town's insignias, logos, trademarks, service marks, videos or photographs relating to the project for which _____ services are rendered, for any publicity advertising, promotional, marketing or political purposes in any correspondence, email, newsletter, pamphlet, brochure, mailer, internet website, social network site, magazine, trade paper, newspaper, television or radio production or any other similar medium without the prior written consent of the Town.

SECTION 27. FORCE MAJEURE

Neither Party shall be responsible for any liability, loss or damage to the other Party due to any failure of performance or delay in performance by reason of any event of force majeure, including but not limited to strikes, acts of God, natural disasters, weather, riots, incendiaries, power interruption, interference by civil or military authorities, compliance with governmental laws, rules, regulations or other authority, or any causes beyond either Party's control.

SECTION 28. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time provided that the respective Party provides the other Party at least thirty (30) calendar days written notice of such termination or suspension and provided that, upon termination, the Town shall promptly pay _____ for all services performed prior to termination.

b. This Agreement may be terminated or suspended by either Party at any time upon a material breach of this Agreement by the other Party; provided that the respective Party provides the other party prompt written notice of such breach and fifteen (15) business days' to cure such breach; provided further that, upon termination, the Town shall promptly pay _____ for all services performed prior to termination.

c. In the event of a termination of this Agreement under this Section, _____ shall provide all documents, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the Town, within ten (10) calendar days of such termination and without additional charge to the Town.

SECTION 29. PRIOR AGREEMENTS SUPERSEDED

This Agreement along with the terms and conditions contained herein constitutes the sole and only agreement between the Parties and shall supersede any and all prior contracts, understandings, terms and conditions, written or oral, that may previously exist between the Parties with respect to the matters set forth herein, including but not limited to, those matters described in the Scope of Services. Any such previous contracts, understandings, terms and conditions shall be of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

TOWN OF WESTERLY

Derrik Kennedy, Town Manager

APPROVED AS TO FORM:

Matthew Olivero, Town Solicitor

By:_____

Its:_____

CONTRACTOR

Print name/Title

Signature

EXHIBIT “B”

Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1} has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly Purchasing Department by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town/School locations or which are not present in the Town of Westerly Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The Town of Westerly is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

DELIVERY and PRODUCT QUALITY All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS Offerors are advised that all materials submitted to the Town of Westerly for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerly.govoffice.com or appearing in person at the Town of Westerly Purchasing Department, Mondays through Fridays between 8:30am-4:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

BID SURETY Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment Issued by the Town of Westerly PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town of Westerly's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly's contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

PUBLIC COPY Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

___ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

___ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

__ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

__ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

__ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

__ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging In investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

__ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:. _____

__ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature:_____Bid Number: _____Date:_____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number